

DEFENSE

Communications

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and AUSTRALIA**

Signed at Washington November 14, 2007

with

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AUSTRALIA

Defense: Communications

*Memorandum of understanding signed
at Washington November 14, 2007;
Entered into force November 14, 2007.
With annexes.*

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

AND

THE DEPARTMENT OF DEFENCE

OF AUSTRALIA

CONCERNING

JOINT PRODUCTION, OPERATIONS, AND SUPPORT

OF

WIDEBAND GLOBAL SATELLITE

COMMUNICATIONS

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INTRODUCTION

The Department of Defense (U.S. DoD) of the United States of America and the Department of Defence of Australia (AS DoD), hereinafter referred to as the “Participants”:

Having a common interest in defense;

Recognizing the benefits to be obtained from rationalization, standardization, and interoperability of military equipment;

Seeking to make the best use of their respective research, development or production capacities, eliminate unnecessary duplication of work and obtain the most efficient and cost effective results;

Recognizing the need to produce collectively and field technologically superior military satellite communications (MILSATCOM) systems;

Having a mutual need for increased capacity on future MILSATCOM systems to satisfy common operational requirements;

Recognizing the Memorandum of Understanding between the Department of Defense of the United States of America and the Department of Defence of Australia Concerning the Mutual Exchange of Military Satellite Communications Services and Support, dated September 26, 2005;

Recognizing and invoking the Exchange of Notes constituting an Agreement between the Government of the United States of America and the Government of Australia Concerning Certain Mutual Defence Commitments, done at Sydney on December 1, 1995 (Chapeau Agreement), as may be amended; and

Recognizing the Agreement Concerning Security Measures for the Protection of Classified Information between the Governments of Australia and the United States of America, dated November 7, 2002 (Security Agreement);

Have reached the following understandings:

SECTION I

DEFINITIONS AND ABBREVIATIONS

The Participants have decided upon the following definitions for terms used in this Memorandum of Understanding (MOU):

Acquisition Project Manager (APM)	The individual assigned to manage the acquisition-related aspects of the Project on behalf of the Participants.
Acquisition Project Office (APO)	Organization responsible for managing the overall acquisition-related aspects of the Project.
Assured Access	The certainty that the mutually determined amounts of Wideband Global SATCOM (WGS) resources (in terms of power, bandwidth, and beams) are available without significant delay and accessible for the user when and where needed in accordance with this Memorandum of Understanding (MOU) and its Annexes. Assured Access does not include loss of communications due to jamming, weather or atmospheric effects.
Australian Coverage Area	Refers to the geographic area bounded by 30° East longitude eastward to 170° West longitude and 65° North latitude southward to 65° South latitude.
Baseline Resource Allocation	The resources provided to U.S. DoD, including Combatant Commands, and AS DoD to plan, manage, and operate for the purpose of fulfilling their mission requirements.
CG	Classification Guide
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic, or documentary form or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or both of the Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Participants. Contracting includes a description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting	The entity within the governmental organization of a Participant that has

Agency	authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract or other legally binding obligation that prohibits those persons from using Information received under the Contract for any purpose other than those authorized under this MOU.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes Information that has been declassified but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of a Parent Participant assigned to the Host Participant who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of the Project.
Cost Ceiling	The maximum amount of a Participant's share of the total cost of the Project.
Cost Target	The accepted planning figure of a Participant's share of the total cost of the Project.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Participant.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Financial Costs	Project costs met with monetary contributions.
Full Constellation	The six WGS satellites under this MOU, less any satellite(s) that fails to achieve operational capability.
Host Participant	The Participant to whom the Parent Participant sends its CPP.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, computer software,

	designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights; all rights in relation to inventions (including Patent rights); all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, and geographical indications; and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Non-financial Costs	Project costs met with non-monetary contributions.
Operational Project Manager (OPM)	The individual assigned to manage the operational-related aspects of the Project on behalf of the Participants.
Operational Project Office (OPO)	Organization responsible for managing the overall operational-related aspects of the Project.
Operations and Support (O&S)	All personnel, equipment, supplies, software, services, including contractor support associated with operating, modifying, maintaining, supplying, training, and supporting a system.
Optimize or Optimization	Minimizing the allocation of constellation resources to achieve the required throughput (in bits per second, bps) for each Participant over coverage areas defined by both Participants within the limits of their Baseline Resource Allocation.
Parent Participant	The Participant that sends its CPP to the Host Participant's facilities.
Participant	A signatory to this MOU represented by its military and civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU.
Patent	Grant by any Government or a regional office acting for more than one Government of the right to exclude others from making, using, importing, selling, or offering to sell an invention. The term refers to any and all Patents including, but not limited to, Patents of implementation, improvement, or addition, petty Patents, utility models, appearance

	design Patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Project	The cooperative effort under this MOU for joint production of a sixth satellite to the WGS constellation and all required activities for Operations and Support and to sustain a six-satellite WGS constellation to provide to each Participant Assured Access to worldwide satellite communication resources for their national use over the operational life of the WGS constellation.
Project Background Information	Information not generated in the performance of the Project.
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling, or test equipment jointly acquired or provided for use in the Project.
Project Foreground Information	Information generated in the performance of the Project.
Project Information	Any Information provided to, generated in, or used in this Project.
Project Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or "first actually reduced to practice") in the course of work performed under a Project. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
PSI	Project Security Instruction.
Prospective Contractor	Any entity that seeks to enter into a Contract awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.
Then-Year Dollars	Represents amounts that will be paid for resources in the actual years in which payments will be made. Use of the Then-Year Dollar allows adjustment for variation in the purchasing power of a dollar over time.
Third Party	A government other than the Government of a Participant and any person or other entity whose government is not the Government of a Participant.

WGS Program	A U.S. DoD MILSATCOM acquisition program to develop the Wideband Global SATCOM (WGS) space segment, which provides high-capacity satellite communications to the warfighter.
WGS System	Wideband Global SATCOM (WGS) System is a wideband satellite communications system currently under development by the U.S. DoD, which includes a space segment, a control segment, and a terminal segment.

SECTION II

OBJECTIVES

2.1. The objectives of the Project are:

- 2.1.1. Cooperatively enhance the WGS System through addition of a sixth satellite and all required activities to provide to each Participant Assured Access to worldwide satellite communication resources for their national use over the operational life of the constellation and commensurate with each Participant's contribution.
- 2.1.2. To enhance the ability of both nations to achieve their national and mutual defense objectives by increasing satellite communications capability and promoting interoperability.
- 2.1.3. To share in the Project risks and benefits.
- 2.1.4. To enhance the basis for long-term cooperation in military satellite communications (MILSATCOM) that is mutually beneficial and promotes interoperability with a strategic ally.
- 2.1.5. To document cooperative concepts of operation, necessary operating instructions and operating procedures associated with operations and support of the WGS System.

2.2. This MOU does not preclude the Participants entering into any other bilateral or multilateral arrangements in the area of MILSATCOM systems, nor does it replace or supersede other existing arrangements.

SECTION III

SCOPE OF WORK

3.1. The WGS Program is ongoing and is being carried out by the U.S. DoD. The U.S. DoD is responsible for developing the WGS System thereunder, for determining the WGS System final design and the satellite launches, and for procuring five satellites and the associated launch services.

3.2. The overall work to be carried out under this MOU will include the cooperative production of a sixth WGS satellite to the WGS System, and Operations and Support (O&S) of a six-satellite constellation, and associated ground infrastructure, to enable an end-to-end wideband SATCOM capability for the each Participant's use. Under the Project:

- 3.2.1. The U.S. DoD, subject to paragraph 3.2.2., will procure a sixth satellite and associated launch services through U.S. Government contract vehicles.
- 3.2.2. The AS DoD will be responsible for funding the procurement and life cycle costs of the sixth satellite and associated launch services, including costs under the launch services Contract of the Contractor obtaining insurance coverage in an amount of USD \$500M applicable to the risks to be defined in the Contract as unusually hazardous.
- 3.2.3. The U.S. DoD will be responsible for the life cycle costs including, but not limited to, O&S of five WGS satellites.
- 3.2.4. The AS DoD will be responsible for funding all increases in O&S costs resulting from the addition of the sixth satellite to the WGS constellation and Australian national use of system resources.
- 3.2.5. The U.S. DoD will operate the WGS constellation (payload and platform) and perform all satellite control functions on behalf of the Participants.
- 3.2.6. The U.S. DoD will provide payload control infrastructure and procure, develop, field, and maintain all associated hardware/software, and management tools required for the Participants to use the WGS constellation effectively. Each Participant will be responsible for its share of these associated costs.
- 3.2.7. The U.S. DoD will provide the platform control segment infrastructure for the satellites and procure, develop, and field all associated hardware/software, management tools, and enhancements required for the Participants to use the WGS constellation effectively.
- 3.2.8. The U.S. DoD will use a communication control and management system to control the WGS satellite payloads. The U.S. DoD will make available to the AS DoD the management tools and associated support when required for AS

DoD situational awareness and planning for use of the WGS System. Through these AS DoD-based tools (to be used in U.S. and Australian operations centers), the AS DoD will have access to resource information for the WGS constellation without significant delay. The AS DoD will be responsible for the costs associated with connectivity, in accordance with paragraph 5.8.1. of this MOU.

- 3.2.9. The Participants will share in the Project risk and benefits in accordance with their contribution per Section V (Financial Provisions) of this MOU and in accordance with Annex A (Resource Allocation and Sharing Provisions) of this MOU, including but not limited to:

- 3.2.9.1. If satellites last longer than the projected operational life, Baseline Resource Allocation will extend accordingly and O&S costs will be shared consistent with the percentage Baseline Resource Allocation and paragraph 5.14. of this MOU.

- 3.2.9.2. If delays, degradation, or failures occur, the percentages of Baseline Resource Allocation will be maintained.

- 3.2.10. The Participants will share any costs with respect to claims arising under this MOU in accordance with Section XIV (Liability and Claims) of this MOU.

- 3.2.11. The AS DoD may place personnel as Cooperative Project Personnel (CPP) in the Acquisition Project Office (APO), Operational Project Office (OPO), and operations centers, including the Global SATCOM Support Center, the Regional SATCOM Support Centers, and the Wideband SATCOM Operations Centers (WSOCs). Annex B (Cooperative Project Personnel) of this MOU establishes the provisions for the general conduct of all personnel who will serve as CPPs. The AS DoD will be responsible for the costs associated with integrating such operators. Training of AS DoD personnel will be funded through a separate foreign military sales case.

- 3.2.12. The U.S. DoD will be responsible for registration of all six WGS satellites in accordance with the requirements of the Convention on Registration of Space Objects Launched Into Outer Space, done at New York on January 14, 1975.

3.3. Other than ensuring respective wideband earth terminals do not cause radio frequency (RF) interference to other satellites through mutually determined certification processes, the development, procurement, and sustainment of wideband earth terminals is not included in the scope of this cooperative effort.

3.4. Any cooperation between the Participants on future enhancements to the WGS System beyond the six-satellite WGS constellation will be subject to the negotiation and conclusion of satisfactory provisions, either by amendment to this MOU or by a separate MOU or other arrangement.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. This Project will be directed and administered on behalf of the Participants by an organization consisting of a Steering Committee (SC). The SC will have overall authority over the APO and the OPO, in accordance with this MOU. These subordinate offices will have primary responsibility for the effective implementation, efficient management, and direction of their respective Project responsibilities in accordance with this MOU.

4.2. The SC will consist of representatives designated by each Participant. Each Participant will designate two SC representatives. Commander, MILSATCOM Systems Wing (MCSW), or his/her successor in the event of reorganization, is designated as the U.S. DoD SC representative for acquisition matters. U.S. Strategic Command, J6, or his/her successor in the event of reorganization, is designated as the U.S. DoD representative for this MOU for operational matters. Director General Communication Systems Branch, Defence Materiel Organisation, or his/her successor in the event of reorganization, is designated as the AS DoD SC representative for this MOU for acquisition matters. Commander Defence Network Support Agency, Chief Information Officer Group, or his/her successor in the event of reorganization, is designated as the AS DoD representative for this MOU for operational matters. The SC will meet annually with additional meetings held at the request of any SC representative. Meeting locations and whether the meeting will be in person or via teleconference/video teleconference will be mutually determined by the SC. Summary of deliberations and outcomes of the SC meetings will be documented in formal minutes. Each meeting of the SC will be chaired by the representatives of the Participant hosting the meeting. Decisions of the SC will be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, the SC representatives will refer the issue to his or her higher authorities for resolution.

4.3. The SC will be responsible for:

- 4.3.1. Exercising executive-level oversight of the activities under this MOU.
- 4.3.2. Monitoring the overall implementation and effectiveness of the MOU.
- 4.3.3. Resolving issues brought forth by the Acquisition Project Managers (APMs) and Operational Project Managers (OPMs).
- 4.3.4. Reviewing the financial status of the Project to ensure compliance with the provisions of Section V (Financial Provisions) of this MOU.
- 4.3.5. Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XVII (Amendment, Termination, Entry into Effect, and Duration) of this MOU. After having secured appropriate national approvals, SC representatives may amend Annexes to this MOU.

- 4.3.6. Approving plans to manage and control the transfer of Project Equipment provided by either Participant to support the execution of the Project in accordance with Section VIII (Project Equipment) of this MOU.
- 4.3.7. Approving plans for the disposal of jointly acquired Project Equipment under this MOU in accordance with Section VIII (Project Equipment) of this MOU.
- 4.3.8. Maintaining oversight of the security aspects of the Project, including reviewing and obtaining approval from the appropriate Designated Security Authority (DSA) of a Project Security Instruction (PSI) prior to the transfer of Classified Information or Controlled Unclassified Information. The Classification Guide (CG) for the Project will be the WGS Program CG.
- 4.3.9. Employing its best efforts to resolve, in consultation with the export control authorities of the Participants concerned, any export control issues raised by the APMs and OPMs in accordance with subparagraph 4.3.3. of this Section IV (Management (Organization and Responsibility) or raised by a Participant's SC representative in accordance with subparagraph 9.1.2.4. of Section IX (Disclosure and Use of Project Information) of this MOU.
- 4.3.10. Monitoring Third Party sales and transfers authorized in accordance with Section XIII (Third Party Sales and Transfers) of this MOU.

4.4. The U.S. DoD will designate the U.S. DoD organization responsible for the execution of the financial aspects of the Project in accordance with Section V (Financial Provisions) of this MOU.

4.5 MCSW is responsible for managing the acquisition of the WGS Program and is the designated APO for managing the overall acquisition-related aspects of the Project. MCSW will provide to AS DoD semi-annual WGS Program status reviews, which will include information regarding acquisition aspects of the Project (to include launch and control). MCSW will develop policy, processes, and tools to ensure Australia is informed of any impacts to the delivery schedule of the WGS System (excluding the terminal segment), emerging issues of the overall WGS Program and associated resolution plans, forecasts, and other WGS System-related information as deemed appropriate by the Participants. These processes will be designed to ensure timely sharing of information between the APMs and are in addition to the semi-annual program reviews.

4.6. Each SC representative for acquisition matters will appoint an APM who is responsible for implementing this MOU and for day-to-day management of the Project for his/her respective Participant. The APMs will be responsible for:

- 4.6.1. Monitoring the cost, schedule, and performance requirements, and the technical, security, and financial aspects of the Project described in this MOU.
- 4.6.2. Referring issues to the SC that cannot be resolved by the APMs.

- 4.6.3. Developing and recommending amendments to this MOU and its Annexes to the SC.
 - 4.6.4. Developing and implementing SC-approved plans to manage and control the transfer of Project Equipment provided by either Participant in accordance with Section VIII (Project Equipment) of this MOU.
 - 4.6.5. Developing and implementing SC-approved plans for the disposal of jointly acquired Project Equipment under this MOU in accordance with Section VIII (Project Equipment) of this MOU.
 - 4.6.6. Developing the PSI for the Project and forwarding the WGS CG within three months after MOU signature, and implementing them upon final approval.
 - 4.6.7. Monitoring export control arrangements required to implement this MOU and, if applicable, referring immediately to the SC any export control issues that could adversely affect the implementation of this MOU.
 - 4.6.8. Recommending to the SC personnel to serve as CPP and preparing appropriate documents in accordance with Annex B (Cooperative Project Personnel) of this MOU.
 - 4.6.9. Coordinating with the OPO, as necessary, on efforts related to the execution of the Project.
- 4.7. The USSTRATCOM/J66 is the designated OPO for managing the overall operations-related aspects of the Project. Each SC representative for operational matters will appoint an Operational Project Manager (OPM) who will be responsible for implementing this MOU and for day-to-day management of the operational aspects of the Project for his/her respective Participant. The OPMs will be responsible for:
- 4.7.1. Managing day-to-day operations of the Project.
 - 4.7.2. Maintaining a direct liaison with the U.S. Military Departments, Joint Staff, Defense Information Systems Agency, the AS DoD, the Office of the Secretary of Defense, and the users of SATCOM systems to support U.S. DoD SATCOM architecture development, and to integrate SATCOM into the defense information infrastructure and defense information systems network of the Participants.
 - 4.7.3. Ensuring AS DoD resources, which are defined in accordance with Annex A (Resource Allocation and Sharing Provisions) to this MOU, are provided over the operational life of the WGS System including situational awareness and planning tools.
 - 4.7.4. Referring issues to the SC that cannot be resolved by the OPMs.

- 4.7.5. Developing and recommending amendments to this MOU and its Annexes to this MOU to the SC.
- 4.7.6. Executing policy and directions as they relate to the Project.
- 4.7.7. Coordinating technical aspects of the Project with the WGS SATCOM System Expert (SSE).
- 4.7.8. Coordinating day-to-day operations with U.S. DoD and AS DoD operational elements.
- 4.7.9. Preparing periodic operational status reports for submittal to the SC.
- 4.7.10. Recommending to the SC personnel to serve as CPP and preparing appropriate documents in accordance with Annex B (Cooperative Project Personnel) to this MOU.
- 4.7.11. Coordinating with the APO, as necessary, on efforts related to the execution of the Project.

SECTION V

FINANCIAL PROVISIONS

5.1. Each Participant will contribute its equitable share of the full Financial Costs and Non-financial Costs of the Project, including overhead costs, administrative costs, and costs of claims. The assignment of work represents a sharing of work to be performed under the Project, and each Participant will receive an equitable share of the results of the Project. Details of the Baseline Resource Allocations will be documented in Annex A (Resource Allocation and Sharing Provisions) to this MOU.

5.2. Each Participant will fund the full extent of its participation in this Project. The Participants estimate that the performance of the responsibilities under this MOU will not cost more than of USD \$6212.8M. The U.S. dollar will be the reference currency for the Project, and the Project fiscal year will be the U.S. fiscal year. Cost figures are provided in Then-Year Dollars where appropriate.

5.3. The full Financial Costs and Non-financial Costs, as identified in this MOU, will be shared as follows: the U.S. DoD Cost Ceiling is estimated to be USD \$5471.9M; the AS DoD Cost Target is estimated to be USD \$707.1M; and the AS DoD Cost Ceiling is estimated to be USD \$740.9M. The difference between the AS DoD Cost Target and the AS DoD Cost Ceiling is a contingency reserve. These Cost Ceilings cannot be exceeded without an amendment to this MOU. Should it become necessary to exceed these Cost Ceilings, it is the intention of the U.S. DoD then to be responsible to obtain additional funding for potential cost increases above the total estimated program costs subject to authorization and appropriation of funds for this purpose, and an amendment to this MOU. Each Participant will make funds available in accordance with the schedule of estimated financial contributions described in the Financial Management Procedures Document.

5.4. The Participants will use their best efforts to perform, or to have performed, the work specified in Section III (Scope of Work) of this MOU and fulfill all the responsibilities under this MOU within the amount specified in paragraph 5.2. of this Section.

5.5. The Participants may separately determine in accordance with their national procedures that it is necessary for one Participant, consistent with its national laws and regulations, to incur contractual obligations for the benefit of the Participants. When so determined, in the event one Participant enters into Contracts or incurs other such contractual obligations for the benefit of the other Participant, each Participant will pay its equitable share of such contracts or other obligations. Each Participant, on whose behalf the contract or other obligation was incurred, will make funds available in such amounts and at such times as may be required by the contract and other obligations, and will pay its equitable share, as mutually determined, of any damages and costs that may accrue from the performance of or cancellation of the contract or other obligation in advance of the time such payments, damages, or costs are due. Whenever possible, prior to contract cancellation or amendment, the contracting Participant will consult with the Participants concerning the way forward.

5.6. Each Participant will bear the full Financial Costs and Non-financial Costs it incurs for performing, managing, and administering its activities under this MOU and all such costs will be included as part of each Participant's financial and non-financial contributions to the Project. These costs include financial and non-financial contributions (e.g., salaries, travel, and per diem costs for each Participant's Project personnel and CPPs, including all costs of relocation of the CPP to the facility of the Host Participant), as well as any Contract costs.

5.7. Cooperative efforts of the Participants over and above the jointly determined work set forth in Section III (Scope of Work) of this MOU will be subject to future mutual consent of the Participants.

5.8. The following costs will be borne entirely by the Participant whose requirements are the source of the cost that is to be incurred:

5.8.1. Costs associated with any unique national requirements identified by a Participant.

5.8.2. Any other costs outside the scope of this MOU.

5.9. A Participant will promptly notify the other Participant if available funds are not adequate to fulfill its responsibilities under this MOU. If a Participant notifies the other Participant that it is terminating or reducing its funding for this Project, both Participants will immediately consult with a view toward continuation on a modified basis.

5.10. The Participants acknowledge the importance of sound financial management practices and the need to comply with the audit requirements of their respective Governments. Accordingly, each Participant will, to the maximum extent permitted within its national laws, regulations, and disclosure policies, provide to the other Participant or the National Audit Institutions of the Participant (as applicable) the Information and assistance described in paragraphs 5.11. through 5.13. of this Section.

5.11. The U.S. DoD will be responsible for the audit of the procurement activities for which it is responsible under the Project in accordance with its national practices. The U.S. DoD will use its best efforts to perform any audits requested by the AS DoD. In the event that an audit of procurement activities requested by the AS DoD cannot be performed by the U.S. DoD, then the AS DoD may request to perform an audit itself. Each Participant's reports of audits will be promptly made available to the other Participant.

5.12. The U.S. DoD will be responsible for the internal audit regarding administration of the other Participant's Project funds in accordance with U.S. national practices. The U.S. DoD will promptly make audit reports of such funds available to the other Participant. Upon the mutual consent of the U.S. DoD and the AS DoD or its National Audit Institution auditors will be permitted to assist the U.S. DoD on any audit elements required to perform the audit satisfactorily. In addition, if the AS DoD or its National Audit Institution auditors need to obtain or to inspect specific Project data in order to fulfill its national obligations, the U.S. DoD will arrange for access to such specific data at mutually determined times and locations.

5.13. In the event external audits concerning the Project are conducted by the National Audit Institutions of the Participants' nations, such reports will be provided by the applicable Participant to the SC representative of the other Participant. Each Participant will apprise the other Participant as soon as possible of external audits concerning the Project by the National Audit Institutions of the Participant's nations.

5.14. If, as designed, the WGS System operational life extends beyond the current financial projection of FY29, the Participants' financial responsibilities as detailed in Section V of this MOU may be extended, pursuant to an amendment to this MOU.

SECTION VI

CONTRACTUAL PROVISIONS

6.1. The U.S. DoD will be responsible for Contracting for this Project in accordance with U.S. Contracting laws, regulations, and procedures. In addition, each Participant may Contract on its own behalf in accordance with its Contracting laws, regulations, and procedures to meet its responsibilities under this MOU. The Contracting Officer is the exclusive source for providing contractual direction and instructions to Contractors.

6.2. The APMs or OPMs will cooperate, as requested, with the Contracting Officer in the areas of Contract procedures, Contract negotiation, evaluation of offers, Contract award, and Contract modifications. The APMs or OPMs will review statements of work prior to the development of solicitations to ensure that they are in accordance with this MOU. The Contracting Officer will keep the APMs or OPMs informed through the U.S. DoD APM or OPM, of all significant developments or major issues associated with award, and performance of Project Contracts, including contractual remedies. The Contracting Officer will keep the APMs or OPMs informed through the U.S. DoD APM or OPM, of all financial arrangements with the prime Contractor.

6.3. The Contracting Officer will negotiate to obtain the rights to use and disclose Project Information required by Section IX (Disclosure and Use of Project Information) of this MOU. The Contracting Officer will insert into prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this MOU, including Section IX (Disclosure and Use of Project Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XVII (Amendment, Termination, Entry into Effect, and Duration) of this MOU, including the export control provisions in accordance with this MOU, in particular paragraphs 6.4. and 6.5. of this Section. During the Contracting process, the Contracting Officer will advise Prospective Contractors of their responsibility to notify the Contracting Agency immediately, before Contract award, if they are subject to any license or agreement that will restrict their freedom to disclose Information or permit its use. The Contracting Officer will also advise Prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.4. Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than the purposes authorized under this MOU. The Contractor will also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this MOU. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Contractors if the legal arrangements required by this paragraph have been established.

6.5. Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information

furnished by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this MOU. Prospective Contractors will not be authorized use of such Information for any other purpose if they are not awarded a Contract. The Prospective Contractors will also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

6.6. In the event the Contracting Officer is unable to secure adequate rights to use and disclose Project Information as required by Section IX (Disclosure and Use of Project Information) of this MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Information, the matter will be referred to the SC for resolution.

6.7. The Contracting Officer will immediately inform the APMs and OPMs of any cost growth, schedule change, or performance problems of any Contractor for which the Contracting Officer is responsible.

6.8. Upon mutual consent, consistent with Section II (Objectives) of this MOU, a Participant may contract for the unique national requirements of the other Participant (costs to be borne by the Participant with the unique national requirement).

6.9. When contracting on behalf of the AS DoD, including undertaking Contract administration activities, the U.S. DoD will protect the interests of the AS DoD. The Contracting Participant will investigate, in a timely manner, concerns that a Contractor is not meeting contractual requirements, and, upon verification of the validity of such concerns, will pursue contractual remedies and utilize Contract disputes processes to the same extent as that Contracting Participant would in protecting its own interests. The U.S. DoD will keep the other Participant informed during this process and will take the views of the other Participant into full consideration. The Contracting Officer will act in the best interests of both Participants in Contract administration decisions.

6.10. The personnel of a Participant on whose behalf a Contract has been awarded may participate in the Contract administration as determined in writing by the Contracting Officer.

6.11. To facilitate review of a proposal for a requirement of AS DoD, the AS DoD will be permitted to request cost and pricing data. The AS DoD will receive such cost and pricing data, unless it is proprietary to a Contractor or subcontractor. If requested, the Contracting Officer will use best efforts to obtain the written consent of the Contractor or subcontractor to provide such proprietary data to the Participant.

SECTION VII

WORK SHARING

7.1. No requirement will be imposed by either Participant for work sharing or other industrial or commercial compensation in connection with this MOU that is not in accordance with this MOU.

SECTION VIII

PROJECT EQUIPMENT

8.1. Each Participant may provide to the other Participant Project Equipment identified as being necessary for executing this MOU. Project Equipment will remain the property of the providing Participant. A list of all Project Equipment, in the format of Appendix 1 to Annex A (Resource Allocation and Sharing Provisions) to this MOU, provided by one Participant to another Participant will be developed and maintained by the APM or OPM, approved by the SC in accordance with Section IV (Management (Organization and Responsibility)) of this MOU, and incorporated into Appendix 1 to Annex A (Resource Allocation and Sharing Provisions) prior to such transfers. For the purposes of this Section, Project Equipment does not include the WGS satellites.

8.2. The receiving Participant will maintain any such Project Equipment in good order, repair, and operable condition. Unless the providing Participant has authorized the Project Equipment to be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant will return the Project Equipment to the providing Participant in as good condition as received, normal wear and tear excepted, or return the Project Equipment and pay the cost to restore it. If the Project Equipment is damaged beyond economical repair, the receiving Participant will return the Project Equipment to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay its replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Project Equipment is lost while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures.

8.3. The providing Participant will deliver Project Equipment to the receiving Participant at a mutually determined location. Possession of the Project Equipment will pass from the providing Participant to the receiving Participant at the time of receipt of the Project Equipment. Any further transportation is the responsibility of the receiving Participant.

8.4. All Project Equipment that is transferred will be used by the receiving Participant only for the purposes of carrying out this MOU, unless otherwise consented to in writing by the providing Participant. In addition, in accordance with Section XIII (Third Party Sales and Transfers) of this MOU Project Equipment will not be re-transferred or sold to a Third Party without the prior written consent of the providing Participant.

8.5. Project Equipment transferred to one Participant under this MOU will be returned to the providing Participant prior to the termination or expiration of this MOU.

8.6. Any Project Equipment that is jointly acquired on behalf of both Participants for use under this MOU will be disposed of during this Project or when the Project ceases, as determined by the SC.

8.7. Disposal of jointly acquired Project Equipment may include a transfer of the interest of one Participant in such Project Equipment to the other Participant, or the sale of such Project Equipment to a Third Party in accordance with Section XIII (Third Party Sales and Transfers) of this MOU. The Participants will share the consideration from jointly acquired Project Equipment transferred or sold to a Third Party in the same ratio as costs are shared under this MOU.

SECTION IX

DISCLOSURE AND USE OF PROJECT INFORMATION

9.1. General

- 9.1.1. Both Participants recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this Project. The Participants intend to acquire sufficient Project Information and rights to use such Information to execute the Project. The nature and amount of Project Information to be acquired will be consistent with the objectives stated in Section II (Objectives) and Section III (Scope of Work) of this MOU.
- 9.1.2. The following export control provisions will apply to the transfer of Project Information:
 - 9.1.2.1. Transfer of Project Information will be consistent with the furnishing Participant's applicable export control laws and regulations.
 - 9.1.2.2. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to the other Participant, all export-controlled Information furnished by one Participant to the other Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.6. and 6.7. of Section VI (Contracting Provisions) of this MOU.
 - 9.1.2.3. Export-controlled Information may be furnished by Contractors, Prospective Contractors, and prospective subcontractors of one Participant's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of the other Participant's nation pursuant to this MOU, subject to the conditions established in licenses or other approvals issued by the Government of the former Participant in accordance with its applicable export control laws and regulations.
 - 9.1.2.4. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 9.1.2.2. of Section IX (Disclosure and Use of Project Information) of this MOU, it will promptly inform the other Participant's representative. If a restriction is then exercised and the affected Participant objects, that Participant's SC representative will promptly notify the other Participants' SC representatives and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

- 9.1.3. Notwithstanding any other provision in this Section, disclosure of Project Information will only be in accordance with the Participants' respective national disclosure policies. The Participants will use their best efforts to maximize disclosure of Project Information under this MOU within national disclosure policies.
- 9.2. The following provisions will apply to Project Foreground Information generated by a Participant's military or civilian employees (hereinafter referred to as "Government Project Foreground Information").
- 9.2.1. All Government Project Foreground Information will be disclosed promptly and without charge to the Participants.
- 9.2.2. Each Participant may use all Government Project Foreground Information without charge for Defense Purposes. The Participant generating Government Project Foreground Information will also retain its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU.
- 9.3. The following provisions will apply to Project Background Information generated by a Participant's military or civilian employees (hereinafter referred to as "Government Project Background Information")
- 9.3.1. Each Participant, upon request, will disclose to the other Participant any relevant Government Project Background Information generated by its military or civilian employees, provided that:
- 9.3.1.1. such Government Project Background Information is necessary to or useful in the Project, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the Project; and
- 9.3.1.2. such Government Project Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed;
- 9.3.1.3. disclosure of such Government Project Background Information is consistent with national disclosure policies and regulations of the furnishing Participant; and
- 9.3.1.4. any disclosure or transfer of such Government Project Background Information to Contractors is consistent with the furnishing Participant's export control laws and regulations.
- 9.3.2. Government Project Background Information disclosed by one Participant to the requesting Participant may be used without charge by or for the requesting

Participant for Project purposes only; however, the furnishing Participant will retain all its rights with respect to such Project Background Information.

9.4. The following provisions will apply to Project Foreground Information generated and delivered by Contractors (hereinafter referred to as "Contractor Project Foreground Information").

- 9.4.1. Contractor Project Foreground Information generated and delivered by Contractors will be disclosed without charge to both Participants.
- 9.4.2. Each Participant may use without charge for Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the Participants. The Participant whose Contractors generate and deliver Contractor Project Foreground Information will also retain all its rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Project Foreground Information will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU.

9.5. The following provisions will apply to Project Background Information generated and delivered by Contractors (hereinafter referred to as "Contractor Project Background Information").

- 9.5.1. A Contracting Participant will make available to the other Participant promptly and without charge all Contractor Project Background Information generated by Contractors that is delivered under Contracts awarded in accordance with this MOU. Any other Project Background Information that is generated by Contractors and that is in the possession of one Participant will be made available promptly and without charge to the other Participant, upon its request, provided the following conditions are met:
 - 9.5.1.1. such Contractor Project Background Information is necessary to or useful in the Project, with the Participant in possession of the Information determining, after consultation with the requesting Participant, whether it is "necessary to" or "useful in" the Project;
 - 9.5.1.2. such Contractor Project Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed;
 - 9.5.1.3. disclosure of such Contractor Project Background Information is consistent with national disclosure policies and regulations of the furnishing Participant; and
 - 9.5.1.4. any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the furnishing Participant's export control laws and regulations.

- 9.5.2. Use: Project Background Information furnished by one Participant's Contractors and disclosed to the other Participant may be used without charge by the other Participant for Project Purposes only, and may be subject to further restrictions by holders of proprietary rights; however, the furnishing Participant will retain all its rights with respect to such Project Background Information.
- 9.6. Alternative Uses of Project Information
 - 9.6.1. Any Project Background Information provided by one Participant will be used by the other Participant only for the purposes set forth in this MOU, unless otherwise consented to in writing by the providing Participant.
- 9.7. Proprietary Project Information
 - 9.7.1. All Project Information subject to disclosure and use restrictions with respect to Intellectual Property rights will be identified and marked, and it will be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.
 - 9.7.2. The PSI will contain provisions regarding communication of Project Information when such Project Information is subject to Intellectual Property rights.
- 9.8. Patents
 - 9.8.1 Each Participant will include in all its Contracts for the Project a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto that either:
 - 9.8.1.1. Provides that the Participant will hold title to all such Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned.
 - 9.8.1.2. Provides that the Contractor will hold title (or may elect to retain title) for such Project Inventions together with the right to make Patent applications for the same, while securing for the Participants a license for the Project Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 9.8.2. of this Section.
 - 9.8.2. In the event that a Contractor owns title (or elects to retain title) to any Project Invention, the Contracting Participant will secure for the other Participant non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that Project Invention, to practice or have practiced the patented Project Invention throughout the world for Defense Purposes.

- 9.8.3. The provisions of subparagraphs 9.8.4. through 9.8.7. of this Section will apply in regard to Patent rights for all Project Inventions made by the Participants' military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contracting Participant holds title or is entitled to acquire title.
- 9.8.4. When a Participant has or can secure the right to file a Patent application with regard to a Project Invention, that Participant will consult with the other Participant regarding the filing of such Patent application. The Participant that has or receives title to such Project Invention will, in other countries, file, cause to be filed, or provide the other Participant with the opportunity to file on behalf of the Participant holding title, Patent applications covering that Project Invention. A Participant will immediately notify the other Participant that a Patent application has been filed. If a Participant, having filed or caused to be filed a Patent application, decides to stop prosecution of the application or ceases maintaining the Patent granted or issued on the application, that Participant will notify the other Participant of that decision and permit the other Participant to continue the prosecution or maintain the Patent as the case may be.
- 9.8.5. Each Participant will be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.
- 9.8.6. Each Participant will grant to the other Participant a non-exclusive, irrevocable, royalty-free license under its Patents for Project Inventions, to practice or have practiced the Project Invention throughout the world for Defense Purposes.
- 9.8.7. Patent applications to be filed under this MOU that contain Classified Information will be protected and safeguarded in accordance with Section XII (Security) of this MOU.
- 9.9. Each Participant will notify the other Participant of any Intellectual Property infringement claims brought against that Participant arising in the course of work performed under the Project on behalf of the other Participant. Insofar as possible, the other Participant will provide Information available to it that may assist in defending such claims. Each Participant will be responsible for handling such Intellectual Property infringement claims brought against it, and will consult with the other Participant during the handling, and prior to any settlement, of such claims. The Participants will share the costs of resolving such Intellectual Property infringement claims in proportion to their financial contributions for that work specified in Section V (Financial Provisions) of this MOU.
- 9.10. The Participants will, as permitted by their national laws, regulations, and practices, give their authorization and consent for all use and manufacture in the course of work performed under the Project of any invention covered by Patent, or as determined to be necessary for work under the Project, authorization and consent for non-commercial copyright, if granted or otherwise provided by their respective countries.

SECTION X

CONTROLLED UNCLASSIFIED INFORMATION

10.1. Except as otherwise provided in this MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:

- 10.1.1. Such Information will be used only for the purposes authorized for use of Project Information as specified in Section IX (Disclosure and Use of Project Information) of this MOU.
- 10.1.2. Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1. of this Section, and will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU.
- 10.1.3. Each Participant will take all appropriate lawful steps available to it, including national classification, to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2. of this Section, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

10.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Participants' export-controlled Information will be marked in accordance with the applicable Participant's export control markings as documented in the PSI. The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI.

10.3. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 10.1. of this Section.

10.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Section.

SECTION XI

VISITS TO ESTABLISHMENTS

11.1. Each Participant will permit visits to its Government establishments, agencies and laboratories, and to Contractor industrial facilities by employees of the other Participant or by employees of the other Participant's Contractors, provided that the visit is authorized by both Participants and the employees have any necessary and appropriate security clearances and a need-to-know.

11.2. All visiting personnel will be required to comply with the security regulations of the hosting Participant. Any Information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.

11.3. Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the established visit procedures of the hosting Participant. Requests for visits will bear the name of the Project.

11.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant will be submitted through official channels in accordance with recurring international visit procedures.

SECTION XII

SECURITY

12.1. All Classified Information provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the Agreement Concerning Security Measures for the Protection of Classified Information between the Governments of Australia and the United States of America, dated November 7, 2002 (Security Agreement).

12.2. Classified Information will be transferred only through official Government-to-Government channels or through channels approved by the DSAs of the Participants. Such Classified Information will bear the level of classification and denote the country of origin, the provisions of release, and the fact that the Information relates to this MOU.

12.3. Each Participant will take all appropriate lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 12.8. of this Section, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that the recipient:

- 12.3.1. will not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XIII (Third Party Sales and Transfers) of this MOU;
- 12.3.2. will not use the Classified Information for other than the purposes provided for in this MOU; and
- 12.3.3. will comply with any distribution and access restrictions on Information that is provided under this MOU.

12.4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participant of the details of any such occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.

12.5. The APMs or OPMs will prepare a PSI and the WGS Program CG will be provided by the U.S. DoD for the Project. The PSI and the CG will describe the methods by which Project Information will be classified, marked, used, transmitted, and safeguarded, and will require that markings for all export-controlled Classified Information will include the applicable export control markings identified in the PSI in accordance with paragraph 10.2. of Section X (Controlled Unclassified Information) of this MOU. The PSI will be developed by the APMs/OPMs within three months after this MOU enters into effect. The PSI will be reviewed and forwarded to the Participants' DSAs for approval. The PSI and CG will be applicable to all Government and Contractor personnel participating in the Project. The PSI and the CG will be

approved by the appropriate DSA prior to the transfer of any Classified Information or Controlled Unclassified Information.

12.6. The DSA of the Participant in which a classified Contract is awarded will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information received under this MOU, the DSAs will:

- 12.6.1. ensure that such Contractor, Prospective Contractor or subcontractor and their facilities, have the capability to protect the Classified Information adequately;
- 12.6.2. grant a security clearance to the facilities, if appropriate;
- 12.6.3. grant a security clearance for all personnel with duties that require access to Classified Information, if appropriate;
- 12.6.4. ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations and the provisions of this MOU;
- 12.6.5. carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected; and
- 12.6.6. ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of the MOU.

12.7. Contractors, Prospective Contractors, or subcontractors that are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Participant will be consulted for approval prior to permitting such access.

12.8. For any facility in which Classified Information is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Information pertaining to this MOU. These officials will be responsible for limiting access to Classified Information involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

12.9. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in the Project.

12.10. Information provided or generated pursuant to this MOU may be classified as high as TOP SECRET. The existence of this MOU is Unclassified and the contents are Unclassified.

SECTION XIII

THIRD PARTY SALES AND TRANSFERS

13.1. The U.S. DoD will retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information, jointly acquired Project Equipment, or any item produced either wholly or in part from Project Foreground Information to Third Parties.

13.2. The AS DoD will not sell, transfer title to, disclose, or transfer possession of Project Foreground Information, jointly acquired Project Equipment, or any item produced either wholly or in part from Project Foreground Information to any Third Party without the prior written consent of the U.S. Government. Furthermore, the AS DoD will not permit any such sale, disclosure, or transfer by others, including the owner of the item, without the prior written consent of the U.S. Government. The AS DoD recognizes that such sales, disclosures, or other transfers will not be authorized by the U.S. Government unless the government of the intended recipient confirms in writing with the U.S. DoD that it will:

13.2.1. Not retransfer, or permit the further retransfer of, any Project Equipment or Information provided.

13.2.2. Use, or permit the use of, the Project Equipment or Information provided only for the purposes specified by the Participants.

13.3. A Participant will not sell, transfer title to, disclose, or transfer possession of Project Background Information or Project Equipment provided by the other Participant to any Third Party without the prior written consent of the Government of the Participant that provided such Project Equipment or Information. The providing Participant's Government will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.

13.4. Employees and agents of Contractors are not considered civilian personnel of a Participant for the purposes of this Section.

SECTION XIV

LIABILITY AND CLAIMS

14.1. Claims arising under this MOU will be dealt with in accordance with paragraph 1 of the Agreement between the Government of the United States of America and the Government of Australia Concerning Certain Mutual Defense Commitments, exchange of notes December 1, 1995 (Chapeau Agreement), as may be amended, and the provisions of this Section.

14.2. The Participants will share any costs required to be shared under subparagraph 1(b)(iv) of the Chapeau Agreement on the following basis:

- 14.2.1. For Contracts in which one Participant contracts solely on its own behalf, the Participant awarding the Contract will pay the cost of claims arising under that Contract. This includes the cost of claims relating to procuring the five satellites and the associated launch services in accordance with paragraph 3.1. of this MOU, which are U.S. DoD costs;
- 14.2.2. For Contracts in which one Participant contracts on behalf of the other Participant, the Participant on whose behalf the Contract was awarded will pay the cost of claims arising under that Contract. This includes the costs of claims relating to procuring the sixth satellite and the associated launch services in accordance with subparagraphs 3.2.2. and 14.2.4. of this MOU, which are AS DoD costs, with the exception that the cost of any third party liability claims for which the Contractor is indemnified arising under the launch services Contract that relate to the sixth satellite will be shared equally between the AS DoD and U.S. DoD. The Contracting Participant will not indemnify Contractors against any other third party liability claims, unless otherwise mutually determined. The AS DoD will not be liable for the costs of claims arising under an indemnity to a Contractor in respect of loss or damage caused by the willful misconduct or lack of good faith of the Contractor's principal officials; and
- 14.2.3. For Contracts awarded on behalf of both Participants, other than Contracts and claims covered by subparagraphs 14.2.1. and 14.2.2. above, the costs of claims arising under such Contracts will be shared in the same proportions as costs of that Contract are shared between the Participants. The Contracting Participant will not indemnify Contractors against third party liability claims, unless otherwise mutually determined.
- 14.2.4. The AS DoD's liability under paragraph 14.2.2. to pay the costs of a claim arising under an indemnity to a Contractor in respect of the launch of the sixth satellite is limited to the extent to which the costs of that claim exceed USD \$500M.

14.3. The Participants will share any costs required to be shared under subparagraph 1(b)(ii) of the Chapeau Agreement, to the extent consistent with subparagraph (1)(b)(iii), on the following basis:

14.3.1. The U.S. DoD will pay the cost of any third party claims relating to the five satellites, or relating to the launch of each of the five satellites (for which satellite procurement and launch costs are a U.S. DoD responsibility), provided the claim arose prior to initial operational capability (IOC) of the satellite;

14.3.2. The AS DoD and U.S. DoD will share equally the cost of any third party claims relating to the sixth satellite or relating to the launch of the sixth satellite (for which satellite the procurement and launch costs are an AS DoD responsibility), provided the claim arose prior to IOC of the satellite.

14.3.3. For third party claims that are not covered by subparagraphs 14.3.1. and 14.3.2. above, the costs of claims will be shared proportionately between the Participants based on the percentage of their Baseline Resource Allocation for bandwidth at Full Constellation described in subparagraph 2.1.1.1. of Annex A (Resource Allocation and Sharing Provisions) of this MOU.

14.4. In accordance with subparagraph (1)(b)(i) of the Chapeau Agreement, and to the extent consistent with subparagraph (1)(b)(iii), each Participant waives all claims against the other for injury or death to its personnel, and for damage to its property arising from the performance of official duties.

14.5. Claims arising under the “Convention on International Liability for Damage Caused by Space Objects” will be the subject of further consultation between the Participants with a view toward handling costs of such claims consistent with the framework described in this Section and in accordance with the terms of that Convention.

SECTION XV

CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES

15.1. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable customs duties, import and export taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this Project.

15.2. Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work of this Project. If any such customs duties, import and export taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs.

SECTION XVI

SETTLEMENT OF DISPUTES

16.1. Disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants and will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

SECTION XVII

AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND DURATION

17.1. All activities of the Participants under this MOU will be carried out in accordance with their respective national laws and regulations, including their export control laws and regulations. The responsibilities of the Participants will be subject to the availability of funds for such purposes.

17.2. In the event of a conflict between a Section of this MOU and any Annex to this MOU, the MOU will control.

17.3. This MOU and its Annexes may be amended by the mutual written consent of the Participants. Annexes to this MOU may be amended by the mutual written consent of the SC, after securing appropriate national approvals.

17.4. This MOU may be terminated at any time by the mutual written consent of the Participants. In the event the Participants consent to terminate this MOU, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

17.5. Either Participant may terminate this MOU upon 365 days written notification to the other Participant of its intent to terminate. Such notice will be the subject of immediate consultation by the SC to decide upon the appropriate course of action to conclude the activities under this MOU. Such course of action will address appropriate compensation commensurate with the AS DoD investment in the acquisition of the sixth WGS satellite and considering its remaining operational life. Any such compensation would be outside the U.S. DoD Cost Ceiling of the Project. In the event of such termination, the following rules apply:

17.5.1. The Participant terminating this MOU will continue participation, financial or otherwise, up to the effective date of termination.

17.5.2. Except as to Contracts awarded on behalf of both Participants, each Participant will be responsible for its own Project-related costs associated with termination of the Project. For Contracts awarded on behalf of both Participants, the Participant terminating this MOU will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate; in no event, however, will a terminating Participant's total financial contribution, including Contract termination costs, exceed that Participant's Cost Ceiling as established in Section V (Financial Provisions) of this MOU.

17.5.3 All Project Information and rights therein received under the provisions of this MOU prior to the termination will be retained by the Participants, subject to the provisions of this MOU.

17.5.4 If requested by the other Participant, the terminating Participant may continue to administer the Project Contracts that it awarded on behalf of the other Participant on a reimbursable basis.

17.6. The respective benefits and responsibilities of the Participants regarding Section VIII (Equipment and Material Transfer), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), Section XIV (Liability and Claims), Section XVI (Settlement of Disputes) and this Section XVII (Amendment, Termination, Entry into Effect, and Duration) of this MOU will continue to apply notwithstanding termination or expiration of this MOU.

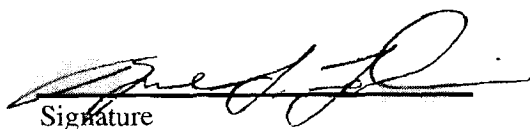
17.7. This MOU, which consists of seventeen (17) Sections and two (2) Annexes, will enter into effect upon the last signature by both Participants and will remain in effect until September 30, 2029, unless extended, terminated, or superseded by either Participant.

The foregoing represents the understanding reached between the Department of Defense of the United States of America and the Department of Defence of Australia upon the matters referred to herein.

IN WITNESS WHEREOF, the undersigned being duly authorized by their governments, have signed this MOU.

Signed, in duplicate, in the English language.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA:


Signature

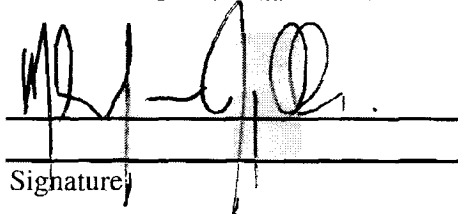
BRUCE S. LEMKIN
Name

DEPUTY UNDER SECRETARY
OF THE AIR FORCE
INTERNATIONAL AFFAIRS
Title

14 NOV 07
Date

WASHINGTON, DC
Location

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA:


Signature

MARK J. REYNOLDS
Name

COUNSELLOR
DEFENCE MATERIEL
Title

14 November 2007
Date

WASHINGTON, DC
Location

ANNEX A

RESOURCE ALLOCATION AND SHARING PROVISIONS

1.0. Introduction

1.1. This is an Annex to the Memorandum of Understanding (MOU) between the Department of Defense of the United States of America and the Department of Defence of Australia concerning the Wideband Global SATCOM System and details the AS DoD resource allocation and sharing provisions on the WGS constellation.

2.0. Resource Sharing Provisions

2.1. Baseline Resource Allocation

2.1.1. In return for the AS DoD contribution to the production of the WGS constellation identified in Section V (Financial Provisions) of the MOU, the AS DoD will have Assured Access to the resources described in the paragraphs below, starting with the first operational WGS satellite. These resources will form the AS DoD Baseline Resource Allocation. The AS DoD Baseline Resource Allocation may be changed subject to consultation and mutual written determination of the SC representatives for operational matters.

2.1.1.1. At Full Constellation, the AS DoD will receive 10% of the bandwidth and 15% of the beams. The AS DoD will also receive 10% of the power and 10% of the bandwidth assigned to Earth Coverage (EC) beams across the Full Constellation.

2.1.1.2. 95% of the AS DoD Baseline Resource Allocation will be in the Australian Coverage Area. Through consultation, the Participants will Optimize assignment of WGS power, bandwidth, and coverage as satellites become operational or as satellites degrade, and as operational priorities of the Participants demand. Operational procedures will be developed to Optimize resource sharing.

2.1.1.3. Throughout the operational life of the constellation, for all beams, power is assigned in proportion with assigned bandwidth. For those cases where beams contain more bandwidth than the Participant intends to use, the excess bandwidth, and its associated proportional power, in that beam will remain available for the other Participant. However, there may be cases where it is necessary for the Participants to use power disproportionately with bandwidth for valid mission requirements. Under these circumstances, Optimization processes will be used to reach mutually determined power and bandwidth proportions within that beam.

- 2.1.1.4. The AS DoD beam allocation is rounded up to the next whole number, where the calculation results in fractional beams as described in Tables 1-3 below.
- 2.1.1.5. The AS DoD will be able to access its Baseline Resource Allocation, subject to the mutually determined initial and end-of-operational-life scaled access regimes, beginning with the first operational WGS satellite.
- 2.1.1.5.1. The initial scaled access regime is defined as a fraction of 10% of the total constellation bandwidth after the activation of first operational WGS satellite, where the fraction is equal to one divided by the total number of satellites expected in the constellation (N) plus one less the number of satellites already in operation (n), where $[1/(N + 1 - n)]$, such that the full 10% is achieved when the last WGS satellite is operational. For EC beams, 10% of each operational satellite's EC bandwidth will be provided to the AS DoD.
- 2.1.1.5.2. The initial scaled access regime for beams is defined as a percentage of the total constellation beam population according to Table 1.

Table 1

Constellation Size	X-band Beams	Ka-band Beams	Earth Coverage Fraction per Satellite
Full Constellation less 5	12.5%	0%	10%
Full Constellation less 4	18.8%	0%	10%
Full Constellation less 3	12.5%	0%	10%
Full Constellation less 2	9.4%	5%	10%
Full Constellation less 1	7.5%	4%	10%
Full Constellation	16.7%	13.3%	10%

- 2.1.1.5.3. The end-of-operational-life scaled access regime for bandwidth is defined in Table 2.

Table 2

Constellation Size	X-band & Ka-band Bandwidth	Earth Coverage Bandwidth
Full Constellation	10%	10%
Full Constellation less 1	14%	10%
Full Constellation less 2	14%	10%
Full Constellation less 3	16%	10%
Full Constellation less 4	18%	10%
Full Constellation less 5	18%	10%

2.1.1.5.4. The end-of-operational-life scaled access regime for beams is defined in Table 3.

Table 3

Constellation Size	X-band & Ka-band Beams	Earth Coverage Fraction per Satellite
Full Constellation	15%	10%
Full Constellation less 1	18%	10%
Full Constellation less 2	18%	10%
Full Constellation less 3	18%	10%
Full Constellation less 4	18%	10%
Full Constellation less 5	18%	10%

2.1.6. The U.S. DoD SATCOM planning process, with AS DoD participation, will be used to assign AS DoD resources for national use. The AS DoD is responsible for distributing the AS DoD Baseline Resource Allocation among its users. Each Participant will have access to their respective Baseline Resource Allocations under the same operational processes and conditions. The AS DoD will have the ability to plan operations that may require confidentiality of some AS DoD planning information.

2.1.7. Management of AS DoD resource allocation, terminal populations, and networks is the responsibility of the AS DoD. The U.S. DoD will provide to the AS DoD communication management and transmissions control via existing U.S. DoD infrastructure to manage AS DoD's resources.

2.1.8. To aid in coordination, the Participants will share information regarding the status of WGS communications services.

2.2. Use of Resources Outside of Baseline Resource Allocation

2.2.1. If mutually determined, the Participants may use resources outside of their Baseline Resource Allocation until they are reclaimed by the resource owner.

- 2.2.2. If a Participant does not fully utilize its Baseline Resource Allocation, the other Participant has first rights to use of any excess resources, subject to the approval of the other Participant.
- 2.2.3. In the event of unauthorized access to other Participant's Baseline Resource Allocation, the resource owner may reclaim these resources without consultation.

3.0. Operational Employment of WGS

3.1. The Participants will have Assured Access to their Baseline Resource Allocation and may obtain support from the U.S. DoD SATCOM Operational Management structure, when required. Operational personnel at the GSSC/RSSC/WSOCs will assist AS DoD activities such as deliberate planning and communications system change management.

3.2. Constellation Configuration

- 3.2.1. The U.S. DoD will perform routine operations, which may result in temporary satellite outage. The AS DoD will be notified, in advance, of all such planned operations. The Participants may not receive advanced notification of non-routine support required due to an anomaly. However, the SOM will make every effort to notify the Participants and users of status and impact as soon as possible.
- 3.2.2. The AS DoD will have Assured Access to its Baseline Resource Allocation in a manner that best approximates the stated allocation in paragraph 2.1.1. of this Annex regardless of deployment plan.
- 3.2.3. WGS satellites will be deployed to maximize the capability of the constellation for the mutual benefit of the Participants.
- 3.2.4. The AS DoD orbital slot at 104° East longitude is currently the preferred orbital location for the sixth WGS satellite, subject to successful International Telecommunication Union (ITU) coordination of the orbital slot by the AS DoD. It is understood that the AS DoD will perform due diligence in securing this orbital position for use by the AS DoD and the U.S. DoD. The U.S. DoD will assist the AS DoD in the ITU bilateral coordination and "bringing-into-use" of this orbital slot, including the provision of U.S. DoD expert personnel on the AS DoD ITU coordination team.

3.3. The AS DoD may participate in the various wideband meetings and working groups including the Wideband Constellation Sustainment Assessment Team, the Wideband Satellite Operations Management System Configuration Control Board, the Wideband SATCOM Stakeholders Conference, and the Wideband Working Group.

4.0. Sharing of Resources with Other Nations and Coalitions

4.1. The AS DoD may provide AS DoD-allocated resources from the WGS System to a Third Party, on the following basis:

- 4.1.1. The AS DoD will notify the U.S. DoD prior to providing resources from the AS DoD Baseline Resource Allocation to Canada, Japan, New Zealand, and the United Kingdom.
- 4.1.2. The AS DoD and U.S. DoD will mutually determine, in writing, any allocation from the AS DoD Baseline Resource Allocation to Canada, Japan, New Zealand, and the United Kingdom in circumstances other than when participating with the AS DoD in military exercises and operations. The AS DoD will notify the U.S. DoD prior to providing resources to these nations.
- 4.1.3. The AS DoD and U.S. DoD will mutually determine, in writing, any other Third Parties who may be provided resources from the AS DoD Baseline Resource Allocation. The AS DoD will notify the U.S. DoD prior to providing resources to such Third Parties.

4.2. The AS DoD will be responsible for ensuring that usage of AS DoD resources by non-AS DoD users as part of the AS DoD Baseline Resource Allocation does not cause RF interference to other satellites or to the users of networks supported by those satellites, consistent with ITU bilateral negotiated off-axis RF power density levels for each WGS orbital position.

APPENDIX 1 TO ANNEX A

SAMPLE FORMAT FOR PROJECT EQUIPMENT

Project Equipment to be loaned will be listed in a supplement to this Annex in the following format.

Providing Participant(s)	Receiving Participant(s)	Qty	Description	Part/ Stock #	Consumables/ Non-Consumables	Replacement Value	Loan Period
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The supplement will be prepared by the appropriate Project Manager for signature by the Steering Committee after appropriate national approvals have been obtained. The supplement will be an integral part of this Annex.

ANNEX B

COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope

1.1. This Annex establishes the provisions that will govern the conduct of Cooperative Project Personnel (CPP). The Parent Participant may assign military members or civilian employees to the Host Participant APO, OPO, and other operational centers in accordance with paragraph 3.2.11., Section IV (Management (Organization and Responsibility)) and this Annex. CPP must be able to perform all the responsibilities assigned to them under this MOU. Commencement of assignments will be subject to SC and the applicable Host Participant organization's approval, and to any requirements imposed by the Host Participant's Government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The SC will determine the length of tour for the positions at the time of initial assignment.

1.2. CPP will be assigned to the Host Participant for Project work and will report to their designated Host Participant supervisor regarding that work. The APMs or OPMs, as appropriate, will be responsible for the creation of documents describing the duties and responsibilities of each CPP position, as well as determining any additional provisions that will apply to the assignment, which will be subject to approval by the SC. CPP will not act as liaison officers on behalf of the Parent Participant. However, CPP may act from time to time on behalf of their respective SC member if the latter so authorizes in writing.

1.3. CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's Government.

2.0. Security

2.1. The SC will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and the WGS Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of this MOU and will be kept to the minimum required to accomplish the work assignments.

2.2. The Parent Participant will file visit requests for the CPP through prescribed channels in compliance with the Host Participant's procedures. As part of the visit request procedures, the Parent Participant will cause security assurances to be filed, through the Parent Participant Government's embassy and location in the Host Participant's country specifying the security clearances for the CPP being assigned.

2.3. The Host Participant and Parent Participant will use their best efforts to ensure that CPP are aware of, and comply with, applicable laws and regulations as well as the requirements of Section X (Controlled Unclassified Information), Section XI (Visits to Establishments), Section

XII (Security), and paragraph 17.6. of Section XVII (Amendment, Termination, Entry into Effect, and Duration) of this MOU and the provisions of the PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host Participant Government's laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. CPP will at all times be required to comply with the security and export control laws, regulations, and procedures of the Host Participant's Government. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing significant violations of security and export control laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by their Parent Participant.

2.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all arrangements and safeguards provided for in Section XII (Security) of this MOU, the PSI, and CG.

2.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Participant and as authorized by the Parent Participant. They will be granted access to such Information in accordance with Section X (Controlled Unclassified Information), and Section XII (Security) of this MOU, and the PSI during normal duty hours at the PO and when access is necessary to perform Project work.

2.7. CPP will not serve as a conduit between the Host Participant and Parent Participant for requests and/or transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PSI.

3.0. Technical and Administrative Matters

3.1. The tax treatment of income received by CPP from the Parent Participant will be determined by reference to the tax legislation of the Government of the Host Participant and the Government of the Parent Participant, subject to the terms of any double taxation agreement in force between the Government of the Host Participant and the Government of the Parent Participant or by the terms of the Status of United States Forces in Australia Agreement and Protocol (SOFA), dated May 9, 1963.

3.2. On arrival, CPP and their dependents will be provided briefings arranged by the PO about applicable laws, orders, regulations, and customs and the need to comply with them. CPP will also be provided briefings arranged by APM or OPM regarding entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to CPP and their dependents at Host Participant medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement requirements.

- 3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations.
 - 3.2.3. The Host Participant will provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP will pay messing and housing charges to the same extent as Host Participant personnel. At locations where facilities are not provided by the Host Participant for its own personnel, the Parent Participant will make suitable arrangements for its CPP.
 - 3.2.4. Responsibility of CPP and their accompanying dependents to obtain motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.
- 3.3. The APM or OPM, through the APO or OPO, will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:
- 3.3.1. Working hours, including holiday schedules.
 - 3.3.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.
 - 3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.
 - 3.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Participant's military or civilian personnel regulations and practices.
- 3.4. CPP committing an offense under the laws of the Government of the Host Participant or Parent Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP, nor will the CPP exercise disciplinary powers over the Host Participant's personnel. In accordance with Host Participant Government's laws and regulations, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.
- 3.5. During their assignment, CPP will not be placed in the following duty status or environments unless mutually decided by the SC:

- 3.5.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host Participant or Parent Participant, or where, in the normal course of their duty, they may become involved in activities that may embarrass either Participant.
- 3.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or in third countries.
- 3.5.3. Duty assignments in which direct hostilities are likely. Should the APO or OPO to which CPP are assigned become involved in hostilities unexpectedly, CPP will not be involved in the hostilities. Any such CPP approved by the SC for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the Host Participant and Parent Participant.

SAMPLE CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES FOR COOPERATIVE PROJECT PERSONNEL

I understand and acknowledge that I have been accepted for assignment to *(insert name and location to which assigned)* pursuant to the Memorandum of Understanding Between The Department of Defense of the United States of America (U.S. DoD) and the Department of Defence of Australia (AS DoD) concerning Wideband Global SATCOM. Capitalized terms in this certification have the meanings defined in Annex B (Cooperative Project Personnel) of the MOU. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of the assignment is to provide my expertise to the Project. I will not seek access to information (other than parent Participant information) except as required to perform the duties described in the position description (PD) of the position to which I am assigned, as determined by my designated supervisor. I will immediately report to my designated supervisor if I have access to Classified, proprietary, or Controlled Unclassified Information that is not required to perform such duties.
2. I will only perform functions that are properly assigned to me as described in the PD for my assignment and will not act in any other capacity to the Host Participant on behalf of my Government or my Parent Participant.
3. All Project Information to which I may have access during this assignment will be treated as information provided to my Government in confidence and will not be further released or disclosed by me, except as authorized by the MOU.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign Cooperative Project Person.
5. I have been briefed on, understand, and will comply with all applicable regulations concerning the protection of proprietary information (such as patents, copyrights, know-how and trade secrets), Classified Information and Controlled Unclassified Information.
6. I will immediately report to my designated supervisor all attempts to obtain Classified Information, proprietary information, or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Typed Name)

(Signature)

(Rank/Title)

(Date)